

1 UNITED STATES DISTRICT COURT
2 NORTHERN DISTRICT OF CALIFORNIA

3 NO. C 07-02757 SBA

4 DONNA MATHEWS

5 VERSUS

6 PAN AMERICAN LIFE INSURANCE COMPANY; and
7 DOE 1 through Doe 20, Inclusive

8 VOLUME 1

9 Video deposition of MICHAEL JONES, 601
10 Poydras Street, 10th Floor, New Orleans,
Louisiana 70130, taken in the offices of
11 AFFILIATED REPORTING on Thursday, March
12 13, 2008.

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25 Registered Professional Reporter
26

DONNA MATHEWS VS. PAN AMERICAN LIFE

INSURANCE COMPANY;

VOLUME 1

Video deposition of MICHAEL JONES

Taken on March 13, 2008

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10. Medical records request.
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1 S T I P U L A T I O N

2

3 It is stipulated and agreed by and
4 between counsel for the parties hereto that
5 the deposition of the aforementioned witness
6 is hereby being taken under the Federal Rules
7 of Civil Procedure, for all purposes, in
8 accordance with law;

9 That the formalities of reading and
10 signing are specifically not waived;

11 That the formalities of sealing,
12 certification, and filing are specifically
13 waived;

14 That all objections, save those as to the
15 form of the question and the responsiveness of
16 the answer, are hereby reserved until such
17 time as this deposition, or any part thereof,
18 may be used or sought to be used in evidence.

19 * * * *

20 THERESA MATHERNE, Registered Professional
21 Reporter and Certified Court Reporter, in and
22 for the Parish of Jefferson, State of
23 Louisiana, officiated in administering the
24 oath to the witness.

25

26

1 MICHAEL JONES,
2 after having been first duly sworn by the
3 above-mentioned court reporter, did testify
4 as follows:

5 (Video introduction.)

6 EXAMINATION BY MR. KINNEY:

7 Q. State your name for the record.

8 A. Sure. My name is Michael R. Jones.

9 Q. Mr. Jones, have you ever had your
10 deposition taken before?

11 A. No, I have not.

12 Q. Have you had an opportunity to discuss the
13 rules of a deposition with your attorney
14 prior to starting today?

15 A. Yes.

16 Q. At the risk of repeating some of the
17 things that he's probably told you, I want
18 to make a clear record that we can use
19 here in this case.

20 A. Okay.

21 Q. Let me just explain to you that the lady
22 seated to your right is a court reporter.
23 And she's taking down everything that is
24 being said here today. That's everything
25 everybody is saying here today.

26

1 And at the conclusion of the
2 deposition, she's going to type up a
3 booklet which will contain all of the
4 testimony that's been given here today.
5 You'll have an opportunity to read over
6 that booklet and to make changes in the
7 booklet before we can use it in court.

8 But I want to tell you that if you do
9 make any changes, I can comment on those,
10 or any lawyer can comment on those in
11 court. And that could be embarrassing to
12 you and could affect the outcome of the
13 case, especially if any of the changes are
14 important ones.

15 Therefore, it's in everybody's best
16 interest for you to give your best
17 testimony here today. Do you understand
18 that?

19 A. Yes.

20 Q. The oath you've been put under is the same
21 oath that you would take in a court of
22 law. You have the same obligation to tell
23 the truth today as you would if this
24 proceeding were going forward in a court
25 of law.

26

1 So even though this appears to be an
2 informal procedure in the court reporter's
3 office, it is, in fact, a formal
4 procedure, and you are under oath. Do you
5 understand that?

6 A. Yes.

7 Q. I'm going to be asking you questions about
8 things that happened a couple years ago.
9 You may not remember completely everything
10 that took place. If you don't remember,
11 you can tell me you don't remember. But
12 if you remember in part, then tell me the
13 part that you do remember, what part you
14 don't remember.

15 If I ask a question and you don't
16 understand it, tell me you don't
17 understand it. And I'll try to rephrase
18 it so that you do understand it. Don't
19 guess at anything. But if you have an
20 answer that you believe is correct or that
21 you can answer pretty much correctly, then
22 I like to go with that answer. Do you
23 understand all that?

24 A. Yes.

25 Q. Do you have any questions before we
26

1 proceed?

2 A. No.

3 Q. If you need a break at any time, just say

4 so.

5 A. Okay.

6 Q. Is there any reason why we cannot proceed

7 with your deposition at this time?

8 A. No.

9 Q. Have you had any medication today that

10 would affect your ability to testify?

11 A. No.

12 Q. How old are you?

13 A. I'm 35.

14 Q. Where do you work?

15 A. I work at Pan American Life right here in

16 New Orleans, Louisiana.

17 Q. What's the address where you work?

18 A. 601 Poydras Street, New Orleans,

19 Louisiana, zip code 70130.

20 Q. What is your job title?

21 A. I am a senior claims examiner.

22 Q. Could you briefly give me your educational

23 background?

24 A. Sure. I have an undergraduate in

25 sociology. And on April 3rd, I will

26

1 finish my M.B.A.

2 Q. Where did you get your sociology degree?

3 A. Florida State University.

4 Q. Where, Florida State?

5 A. Florida State University.

6 Q. And your M.B.A. will be from where?

7 A. University of Phoenix.

8 Q. When did you get your bachelor's degree?

9 A. December of 1994.

10 Q. Do you have any special licenses?

11 A. Other than drivers license?

12 Q. Other than driver's license.

13 A. No.

14 Q. What about special insurance credentials?

15 Sometimes you see insurance people who

16 have a lot of letters after their name.

17 Do you have any of those?

18 A. No, I do not.

19 Q. Have you given any written or recorded

20 statement about this case?

21 A. To whom?

22 Q. To anybody.

23 A. No.

24 Q. Have you reviewed any documents prior to

25 coming to this deposition?

26

1 A. No.

2 Q. We are here about a case that's been filed
3 in the United States District Court for
4 the Northern District of California by
5 Donna Mathews.

6 When is the last time that you have
7 reviewed any documents pertaining to Donna
8 Mathews?

9 A. It would have been at the time that I
10 placed her on claim and issued benefits,
11 so '06.

12 Q. You haven't looked at the file since then?

13 A. No.

14 Q. All right. Beginning -- following your
15 bachelor's degree in 1994, could you just
16 tell me where you've worked?

17 A. Sure. I worked for Unisys in Tallahassee,
18 Florida.

19 Q. Unisys, U-N-I-S-Y-S?

20 A. Yes.

21 Q. How long were you there?

22 A. I was there for two years.

23 Q. Left when, about '96?

24 A. No. I started in '96.

25 Q. So '96 to '98 at Unisys?

26

1 A. Yes.

2 Q. Where did you go after that?

3 A. I went to Atlanta, Georgia. And I began
4 to work for Meridian Health Care and
5 C.S.R.G, which is now Ross Perot Systems.

6 Q. Did you work for both of them at the same
7 time?

8 A. Well, Perot Systems and C.S.R.G. are
9 actually the same company.

10 Q. You said Meridian Health?

11 A. Oh, I see what you're saying. No.

12 Q. Which did you work for first, Meridian or
13 C.S.R.G.?

14 A. C.S.R.G.

15 Q. After Unisys you went to C.S.R.G.?

16 A. Yes.

17 Q. So did you start with C.S.R.G. in 1998?

18 A. Thereabouts.

19 Q. And how long did you work for C.S.R.G?

20 A. On and off, over the next four or five
21 years.

22 Q. And somewhere in there you began to work
23 for Meridian Health; is that right?

24 A. That's correct.

25 Q. When did you begin working for Meridian?

26

1 A. I couldn't give you a date.

2 Q. Estimate.

3 A. Somewhere in those four/five years.

4 Q. So between 1998 and 2002?

5 A. Yes.

6 Q. And how long did you work for Meridian?

7 A. Over that same time span. It wasn't a
8 continual relationship with them.

9 Q. And they're both in Atlanta?

10 A. Yes.

11 Q. And then after you -- did you leave them
12 both at about the same time?

13 A. Yes.

14 Q. Then where did you go?

15 A. I began to work for Jacobson Solutions.

16 Q. Jacobson Solutions?

17 A. Yes.

18 Q. What city is that located in?

19 A. Jacobson Solutions is actually located in
20 Chicago, Illinois.

21 Q. Were you actually working for them in
22 Chicago?

23 A. No.

24 Q. Where were you working for them?

25 A. All over. All over the eastern half of
26

1 the country.

2 Q. You traveled?

3 A. Yes.

4 Q. Where were you headquartered?

5 A. Atlanta was my home residence.

6 Q. When did you begin for Jacobson?

7 A. I guess that was 2002.

8 Q. How long did you continue to work for
9 Jacobson?

10 A. I worked for Jacobson until 2004, middle
11 of 2004. I'm sorry, the end of 2004.

12 Q. Then where did you go?

13 A. I worked for Pan American Life.

14 Q. That was the same office here in New
15 Orleans?

16 A. Yes.

17 Q. When did you start with Pan American?

18 A. November 1, 2004.

19 Q. What was your job with Jacobson Solutions?

20 A. To work as an insurance specialist.

21 Q. What business is Jacobson Solutions in?

22 A. The insurance business.

23 Q. Do they sell insurance?

24 A. No. They provide solutions for insurance
25 companies by providing them with
26

1 experienced insurance personnel who are
2 able to come in and assist them in
3 whatever their endeavors may be, whether
4 it's customer service, whether it's claims
5 processing, or benefit configuration and
6 the like.

7 Q. So they provide consulting services to
8 insurance companies. Is that a fair
9 statement?

10 A. Yes.

11 Q. And that's what you were doing was
12 providing consulting services?

13 A. Yes. We would show up -- I say we because
14 we traveled in teams. We would show up,
15 and we would help the clients.

16 Q. Was there a subject area within the
17 general insurance industry that you
18 particularly provided consultation on?

19 A. Just the things that I mentioned.

20 Q. I guess I'm confused. What do you
21 particularly focus your work on?

22 A. Claims would be the main focus.

23 Q. And while you were at Jacobson Solutions,
24 were you actually handling claims? Or
25 were you rather advising insurance
26

1 companies on how they ought to do it?

2 A. No. I would handle claims.

3 Q. So you would go in to a particular
4 insurance company, and you would actually
5 handle their claims?

6 A. Uh-huh.

7 Q. Is that yes?

8 A. Yes.

9 Q. One of the rules of the deposition I
10 forgot to mention is that it's much better
11 to say yes or no than an uh-huh or unh-unh
12 because the transcript comes out
13 confusing.

14 C.S.R.G., when you worked for them,
15 what were you doing for them?

16 A. I worked with claims with them as well.

17 Q. Are they an insurance company?

18 A. No. They provide solutions much the same
19 as Jacobson Solutions.

20 Q. I see. So that would be they would send
21 personnel in to a variety of insurance
22 companies to do certain tasks?

23 A. Yes.

24 Q. And Meridian Health, what were you doing
25 for them?

26

1 A. About the same.

2 Q. It was also claims?

3 A. Yes, it was also claims. And they
4 provided personnel to handle claims
5 situations as well.

6 Q. And back to Unisys, what were you doing
7 for them?

8 A. That was also claims.

9 Q. Was Unisys the first employer that you
10 worked for where you handled claims?

11 A. Yes.

12 Q. Did Unisys provide you with any special
13 classes on how to handle claims?

14 A. Yes.

15 Q. What kind of classes did you take at
16 Unisys?

17 A. Well, we had training classes where we
18 would be, where we learned to work on the
19 system. And we learned the flow of the
20 claim throughout the life of the company,
21 as far as how it came in through the mail,
22 how we actually needed to adjudicate it,
23 any kind of adjustments that might need to
24 be made at that time, depending on their
25 financial and administrative situation of

26

1 the claim.

2 Q. What kind of claims were you handling
3 while you were with Unisys? Were they
4 disability claims, life claims, health
5 claims?

6 A. These were medical claims and dental as
7 well.

8 Q. How about Meridian Health, what kind of
9 claims were you handling with Meridian
10 Health?

11 A. Meridian was also a medical entity too.

12 Q. Did Meridian provide you with any
13 particular training on how to handle those
14 claims?

15 A. No.

16 Q. C.S.R.G., what sort of claims were you
17 handling for them?

18 A. That was mental -- excuse me, medical,
19 dental, and also, how to phrase it, some
20 legal claims as well. The claims against
21 the Fen-phen suit. I don't know how
22 familiar anyone is with that.

23 Q. Sure.

24 A. Yes, that was something I did with them as
25 well.

26

1 Q. No life or disability claims for C.S.R.G.;
2 is that right?

3 A. Yeah, that's correct.

4 Q. Jacobson Solutions, what sort of claims
5 were you handling there?

6 A. The same, medical, life -- excuse me,
7 medical, dental, and mental health
8 sometimes.

9 Q. When you came to work for Pan Am on
10 November 1, 2004, what was your job title?

11 A. When I first came to Pan American Life?

12 Q. Yes.

13 A. Senior claims examiner.

14 Q. Were you in a particular department?

15 A. Yes.

16 Q. What was the department?

17 A. Policy benefits.

18 Q. What sort of claims were you handling when
19 you first began working for Pan Am?

20 A. I handled life.

21 Q. Life but not disability; is that right?

22 A. That's correct.

23 Q. How long did you handle exclusively life
24 claims?

25 A. Almost a year.

26

1 Q. Until around November of 2005?

2 A. No. Until August of 2005.

3 Q. And then did you begin to handle other
4 sorts of claims after August of 2005?

5 A. Yes.

6 Q. What sort of claims did you begin to
7 handle in August of 2005?

8 A. I became responsible for the disability
9 line of insurance.

10 Q. At that time, August 2005, how many people
11 were working, handling claims under the
12 disability line of insurance?

13 A. I couldn't exactly -- two or three I
14 suppose.

15 Q. Of which you were one; is that right?

16 A. Yes.

17 Q. Was Elaine Bourg also one?

18 A. No. She didn't handle claims.

19 Q. Was Cory Simon of the people you listed in
20 your two or three people?

21 A. As my boss.

22 Q. Was he one of the two or three handling
23 disability, the disability line of
24 insurance in August of 2005?

25 A. Well, could you define handling?

26

1 Q. I'm just trying to find out how big the
2 department was.

3 A. Small.

4 Q. I know. But I want to know, was it just
5 you? Or was there somebody else there who
6 was also handling, at the same level as
7 you, handling the disability claims?

8 A. It was me.

9 Q. It was just you?

10 A. It was just me.

11 Q. Before you began handling the disability
12 line claims, did you receive any training
13 specific to disability claims?

14 A. No, not before.

15 Q. Since August of 2005, have you received
16 any training specific to disability
17 claims?

18 A. Yes, some.

19 Q. What training have you received?

20 A. How do you mean that?

21 Q. I don't know. You said you received some
22 training on disability claims. What
23 training?

24 A. Well, use of the materials that we have in
25 the company, not necessarily that they

26

1 would be totally dedicated to disability.

2 Also information sharing with various

3 vendors.

4 Q. Anything else?

5 A. Well, no.

6 Q. Did you take any classes on handling

7 disability claims?

8 A. No.

9 Q. Were you given any written materials on

10 handling disability claims?

11 A. Again, nothing specific to handling solely

12 disability claims.

13 Q. Were you given more generic sorts of

14 materials about handling claims, in

15 general?

16 A. Yes.

17 Q. Since August of 2005 when you began

18 handling disability claims, have you been

19 engaged in any other job duties at Pan Am

20 other than handling disability claims?

21 A. No.

22 Q. About how many disability claims do you

23 handle in a month?

24 A. All of them.

25 Q. How many? What's the number?

26

1 A. Are you asking me how many new claims we
2 get?

3 Q. Let's start with that. How many new
4 claims do you handle per month?

5 A. I think on average it would be safe to say
6 we maybe get three to five in a month.

7 Q. Three to five new disability claims per
8 month?

9 A. Yes.

10 Q. How many continuing claims do you handle
11 each month?

12 A. People that are actually already on claim?

13 Q. Yes. That you actually do something with.
14 Not just automatically receive a check,
15 but that you actually have something to do
16 with it.

17 A. Fifteen, maybe, 15 to 20.

18 Q. Have you received any training of any sort
19 at Pan Am regarding handling claims for
20 rehabilitation benefits?

21 A. No.

22 Q. Have you received any written materials
23 that address how to handle rehabilitation
24 benefits?

25 A. No.

26

1 Q. Prior to coming to Pan Am, had you ever
2 handled a claim for rehabilitation
3 benefits?

4 A. How do you mean that?

5 Q. As broadly as possible.

6 A. Well, yes.

7 Q. When had you handled a claim for
8 rehabilitation benefits?

9 A. Well, throughout my career. A lot of
10 medical claims that would come in would
11 be, you would define it as rehabilitation.

12 Q. So when you handled medical claims, some
13 of the claims included claims for
14 vocational rehabilitation?

15 A. Physical rehabilitation.

16 Q. You mean -- okay, physical rehabilitation.
17 Let me ask you about vocational
18 rehabilitation. You understand there's a
19 difference between physical or medical
20 rehabilitation and vocational or
21 occupational rehabilitation.

22 A. Uh-hun.

23 Q. Had you ever handled a claim, prior to
24 coming to Pan Am, had you ever handled a
25 claim for vocational or occupational
26

1 rehabilitation?

2 A. Yeah, some.

3 Q. Where had you handled those?

4 A. C.S.R.G.

5 Q. Did those come up in the context with
6 medical policies?

7 A. Yes.

8 Q. And did C.S.R.G. -- strike that. C.S.R.G.
9 didn't actually write any policies.

10 Right.

11 A. No, they did not.

12 Q. You went to a different insurer who had a
13 policy that included rehabilitation
14 benefits; is that right?

15 A. Yes.

16 Q. What insurer did you work for who had a
17 medical policy that included vocational or
18 occupational rehabilitation benefits?

19 A. That's a very broad question. I worked
20 for a lot of insurers, and many of them
21 had these benefits in their policies. I
22 couldn't be more specific than that.

23 Q. Okay.

24 A. Given that over the course of a year I
25 could have worked for three, four, five

26

1 insurers in a year.

2 Q. As you sit here today, you cannot recall
3 the name of any insurance company that you
4 worked for that had a medical policy that
5 provided for vocational rehabilitation
6 benefits; is that correct?

7 A. That's correct.

8 Q. Do you recall, as you sit here today, the
9 policy provisions of any of the policies
10 that provided for vocational
11 rehabilitation benefits while you worked
12 with C.S.R.G.?

13 A. No.

14 Q. Do you recall whether there were policies
15 that you worked with that contained a
16 separate provision for vocational
17 rehabilitation benefits?

18 A. No.

19 Q. No you don't recall that?

20 A. No, I don't.

21 Q. When you worked for C.S.R.G. and you were
22 required to make decisions about
23 rehabilitation benefits, what criteria did
24 you use to decide whether to grant
25 vocational rehabilitation benefits?

26

1 A. Whatever the guidelines were for the
2 client.

3 Q. So you would look to a specific set of
4 guidelines that would be provided to you?

5 A. Yes. They would have provided them.

6 Q. And then you would see whether or not the
7 claim met those guidelines?

8 A. That's correct.

9 Q. Then if it did, you would authorize the
10 benefits?

11 A. That's correct.

12 Q. As you sit here today, do you recall in
13 any specific case what those guidelines
14 were?

15 A. No. I couldn't be specific.

16 Q. In your job at Pan American, are you
17 required to deal with claims arising under
18 different disability insurance policies?

19 A. No. All the policies are for Pan American
20 Life.

21 Q. Does Pan American have more than one
22 disability policy?

23 A. Yes, they do.

24 Q. And are you required to review claims
25 under its various disability insurance

26

1 policies? Or are you limited to a single
2 disability insurance policy?

3 A. No. All the policies.

4 Q. And do the policies have different terms
5 that affect whether or not the benefits
6 are granted?

7 A. Yes.

8 Q. So do you keep all of the policies at your
9 desk?

10 A. Yes.

11 Q. Who is your supervisor at Pan Am?

12 A. Cory Simon.

13 Q. Has he been your supervisor since you
14 started handling disability claims in
15 August of 2005?

16 A. Yes.

17 Q. Now, you testified earlier that you've
18 handled on average three to five new
19 claims for disability per month on
20 average; is that right?

21 A. Yes.

22 Q. So would it be correct that you handled
23 between 36 and 60 claims per year for
24 disability benefits, new claims?

25 A. You said 36 and 60?

26

1 Q. Between 36 and 60.

2 A. Yes.

3 Q. What percentage of those claims do people
4 apply for rehabilitation benefits?

5 A. A very small percentage.

6 Q. Since August of 2005 when you started
7 working in this line, how many claims for
8 disability benefits have you personally
9 handled -- strike that. That was broad.

10 Since August 2005, how many claims for
11 rehabilitation benefits have you
12 personally handled?

13 A. Three.

14 Q. How many of those claims have you provided
15 benefits?

16 A. None.

17 Q. We're gonna be talking about the claim
18 Donna Mathews made at some length. But I
19 want to ask you about the other two, first
20 of all.

21 Do you recall those other two claims
22 for rehabilitation benefits?

23 A. Yes.

24 Q. The first one of those two, what was the
25 insured's disability?

26

1 A. In which one are you referring to?

2 Q. Pick one, the earlier one.

3 A. What was the insured's disability?

4 Q. Yes.

5 A. It would really help if you give me which
6 one you would like to talk about.

7 Q. Well, how are we going to demark one from
8 the other? Let's pick the first one. Is
9 that okay? Can you recall one that you
10 think was the first one?

11 A. Sure thing.

12 Q. That person, was it a man or a woman?

13 A. Woman.

14 Q. What was her disability?

15 A. She was injured in a fall at her home.
16 She broke her neck.

17 Q. What did that preclude her from doing?

18 A. Well, she was a quadriplegic.

19 Q. What kind of rehabilitation did she
20 request?

21 A. Voice activated software to improve her
22 quality of life.

23 Q. And did Pan Am provide her with that
24 benefit?

25 A. No.

26

1 Q. Why not?

2 A. Well, the request was made in some very
3 vague terms.

4 Q. Any other reason?

5 A. Well, no.

6 Q. The other claim, other than Ms. Mathews'
7 claim for rehabilitation benefits, was
8 that made by a man or a woman?

9 A. That was by a woman as well.

10 Q. That woman, what was her disability?

11 A. I cannot specifically recall. I believe
12 it had something to do with her -- I can't
13 specifically recall.

14 Q. What sort of rehabilitation benefit did
15 she ask for?

16 A. She wanted money so that she could become
17 a real estate agent.

18 Q. Did Pan Am provide that benefit?

19 A. No.

20 Q. Why not?

21 A. Because her request was also on very vague
22 terms.

23 Q. Any other reason why you declined that?

24 A. No.

25 Q. Is there a policy or practice that you
26

1 utilize when a request for rehabilitation
2 benefits comes in?

3 A. Yes.

4 Q. Could you describe that policy or
5 practice?

6 A. I actually use the policy itself.

7 Q. The actual physical insurance policy?

8 A. Yes.

9 Q. You get the policy out and do what with
10 it?

11 A. I get the policy out, and I read it.

12 Q. Okay.

13 A. And with specific attention to the rehab
14 language.

15 Q. Then what?

16 A. I apply the request -- excuse me, compare
17 the request to what the policy language
18 is.

19 Q. Okay. Then what?

20 A. I make a determination as to whether or
21 not their request fits the terms of the
22 policy.

23 Q. Anything else?

24 A. No.

25 Q. I take it since you've turned down all the
26

1 requests that have come your way, you
2 haven't seen any that have actually fit
3 the terms of the policy; is that right?

4 A. That's correct.

5 Q. Is that the practice that you followed for
6 Ms. Mathews' request for rehabilitation?

7 A. Yes.

8 Q. Let's look at a document that was
9 previously marked in the last deposition
10 as Exhibit 3, which is called a disability
11 income policy. I'll show you that
12 document. Do you see that Exhibit 3?

13 A. Yes.

14 Q. Are you familiar with this disability
15 income policy through your work at Pan Am?

16 A. Yes, I am.

17 Q. Is this, to your knowledge, is this an
18 own-occupation policy?

19 A. That writer is not attached to the policy,
20 that I recall.

21 Q. There would be a writer attached to the
22 policy if it was an own-occupational
23 policy?

24 A. Yes. There are own-oc writers that are
25 attached to the policies.

26

1 Q. Your understanding is if there's no
2 writer, then it's an all-occupational
3 policy?

4 A. Yes. Unless there's language in there
5 that might refer to a regular job.

6 Q. I want you to skip on up to page six,
7 which is bates stamp PAL0947. Do you see
8 that?

9 A. Uh-huh.

10 Q. There's a section there on the left column
11 entitled "rehabilitation." Do you see
12 that?

13 A. Yes, I do.

14 Q. And is that the section that you read when
15 Ms. Mathews' request for rehabilitation
16 benefits came in?

17 A. Yes.

18 Q. All right. I want you to look at the
19 first sentence of that. "We will pay for
20 a rehabilitation program if we approve it
21 in advance." Do you see that?

22 A. I sure do.

23 Q. What retirements -- strike that. What
24 things are necessary for you to approve a
25 rehabilitation program?

26

1 A. An actual plan.

2 Q. Which is what exactly?

3 A. Well, depends on the sort of rehab, the

4 benefit of the person wanted to do.

5 Excuse me, the benefit that -- the program

6 that the person wanted to pursue. It

7 would be depend on that.

8 Q. Under what circumstances would you approve

9 a plan?

10 A. If we had a complete plan.

11 Q. What is a complete plan, in your

12 estimation?

13 A. Well, a complete plan would need to give

14 you a dollar amount. It would need to

15 give you a time line. It would need to

16 give you some indication as to what their,

17 what they anticipate this plan

18 accomplishing for them, them being

19 insured.

20 Q. Anything else?

21 A. Nothing I can think of right at this

22 moment.

23 Q. So is it correct to say that if

24 Ms. Mathews had submitted a plan that

25 contained a dollar amount, a time line,

26

1 and what she intended to accomplish that
2 she would have received rehabilitation
3 benefits?

4 MR. EVANS:

5 Objection. Calls for
6 speculation, incomplete hypothetical.

7 MR. KINNEY:

8 I'm not trying to give him a
9 hypothetical. I'm trying to give him
10 a basis. Go ahead, you can answer
11 it.

12 MR. EVANS:

13 You can answer it.

14 THE WITNESS:

15 I'm sorry.

16 BY MR. KINNEY:

17 Q. Is it correct that if Ms. Mathews had
18 submitted a rehabilitation document to you
19 that included the dollar amount, the time
20 line, and what she hoped to accomplish
21 that you would approved her rehabilitation
22 plan?

23 MR. EVANS:

24 Same objection. It's a
25 incomplete hypothetical.

26

1 BY MR. KINNEY:

2 Q. You may respond.

3 A. I really could not be sure. There's a lot
4 of details.

5 Q. So there's something else besides those
6 three elements, then, that you would use
7 to make your decision; is that right?

8 MR. EVANS:

9 Objection. Argumentative.

10 Those elements are completely
11 undefined. Does the plan have a
12 20-year course of action? Is that
13 the time line? It's incomplete.

14 BY MR. KINNEY:

15 Q. You can answer.

16 A. It would be difficult for me to give a
17 very specific answer to that question
18 because there would just be -- in those
19 subjects that I provided for you, there
20 would be a lot of discretion. There would
21 be a lot of variables to try to
22 understand.

23 Q. So it's not just a matter of submitting
24 something in those areas. It's actually,
25 also depends on the content of the
26

1 submission in those areas; is that right?

2 A. I think that's an accurate statement.

3 Q. What is the maximum dollar amount that
4 somebody could submit a rehabilitation
5 plan for that you would approve?

6 MR. EVANS:

7 Objection. Calls for
8 speculation, incomplete hypothetical.

9 THE WITNESS:

10 It would really depend on the
11 policy.

12 BY MR. KINNEY:

13 Q. On this policy?

14 MR. EVANS:

15 Same objection.

16 THE WITNESS:

17 I don't have an answer for that.

18 BY MR. KINNEY:

19 Q. Is there some place you could go to to
20 find the answer to that?

21 A. Yes, I suppose.

22 Q. Where?

23 A. It would really depend on the policies,
24 the individual policy that the request is
25 being made on. Some of the policies

26

1 actually detail the dollar amount.

2 Q. Well --

3 A. I just don't recall if this particular
4 one, right off the top of my head, had one
5 of those elements.

6 Q. Well, please feel free to look through
7 them and tell me if you feel that there is
8 a dollar amount that's involved in this
9 particular policy.

10 A. As I flip through this, I don't see any
11 particular.

12 Q. So is there a dollar amount that would be
13 too high for you to approve a
14 rehabilitation program under this policy?

15 A. I couldn't answer that.

16 Q. Why not?

17 A. Is there a dollar amount? I mean, you
18 just want me to pull one out of the air?

19 Q. I want an answer, yes or no. Is there a
20 dollar amount that would make the
21 rehabilitation program unacceptable to
22 you?

23 A. I've never been down that road. I
24 couldn't answer that.

25 Q. How about a time line? You say a time
26

1 line is an important element of a
2 rehabilitation plan. What is the maximum
3 acceptable time line under this policy
4 that you would accept for a rehabilitation
5 plan?

6 MR. EVANS:

7 Objection. Calls for
8 speculation and complete
9 hypothetical.

10 BY MR. KINNEY:

11 Q. You can answer.

12 A. I really couldn't answer that.

13 Q. Would you accept, maybe, a time line for
14 rehabilitation of one year under this
15 policy?

16 A. It's possible.

17 Q. Would you accept a time line for
18 rehabilitation of two years under this
19 policy?

20 A. It's possible.

21 Q. Would you accept a time line for
22 rehabilitation of three years under this
23 policy?

24 MR. EVANS:

25 Object to these questions as
26

1 incomplete hypotheticals,
2 argumentative.

3 BY MR. KINNEY:

4 Q. You may answer.

5 A. Again, it's possible.

6 Q. Would you accept a rehabilitation plan of
7 ten years under this policy?

8 A. I think that would be kind of strange. I
9 really couldn't answer that.

10 Q. You don't know yes or no up to ten years?

11 A. I --

12 MR. EVANS:

13 Objection. Incomplete
14 hypothetical.

15 MR. KINNEY:

16 Could you read him the question
17 again?

18 (The following was read
19 Back: Question. Would you
20 accept a rehabilitation plan of
21 ten years under this policy?
22 You don't know yes or no up to
23 ten years?)

24 THE WITNESS:

25 I couldn't answer that.

26

1 BY MR. KINNEY:

2 Q. How about 20 years?

3 MR. EVANS:

4 Objection calls for speculation,
5 incomplete hypothetical.

6 THE WITNESS:

7 I couldn't answer that.

8 BY MR. KINNEY:

9 Q. So you don't know if you could accept a
10 rehabilitation plan that ran for 20 years?

11 A. Not at this point, no.

12 Q. And then finally the third element that
13 you listed was what the plan intended to
14 accomplish; is that right?

15 A. Yes.

16 Q. What, in general, would be the definition
17 of an acceptable goal?

18 A. A situation that would be favorable for
19 both the insured and the company.

20 Q. How would it be favorable for the company?

21 A. That we would've fulfilled our obligation
22 by assisting the insured.

23 Q. Is there ever, would there ever be a
24 situation where the goal would be
25 favorable to the insured but not to the
26

1 company?

2 MR. EVANS:

3 Objection. Calls for

4 speculation.

5 THE WITNESS:

6 Could you repeat that question?

7 BY MR. KINNEY:

8 Q. Would there ever be a situation where the
9 goal would be favorable to the insured but
10 not to the company?

11 MR. EVANS:

12 Same objection.

13 THE WITNESS:

14 I could imagine lots of things.

15 BY MR. KINNEY:

16 Q. Give me an example.

17 MR. EVANS:

18 Same objection.

19 MR. KINNEY:

20 Okay. I heard your objection.

21 BY MR. KINNEY:

22 Q. Go ahead and answer.

23 A. No. Not right off the top of my head.

24 Q. Going the other way, would there ever be a
25 situation where you felt that the goal was

26

1 not favorable for the insured but was
2 favorable for the company?

3 MR. EVANS:

4 Objection. Calls for
5 speculation.

6 THE WITNESS:

7 No, I couldn't answer that.

8 BY MR. KINNEY:

9 Q. Do you recall what Ms Mathews' goal was
10 when she asked for rehabilitation?

11 A. To my recollection, she did not have a
12 goal.

13 Q. What do you recall, as we sit here today,
14 about her request for rehabilitation?

15 A. Her request was impossibly vague. It was
16 something along the lines of I would like
17 to go to any one of the number of schools
18 to do maybe -- it was something along the
19 lines maybe I want to go become a nurse.
20 And that was pretty much it.

21 It was just maybe I want to go to maybe
22 four or five schools I think she listed.
23 I think I would like to maybe some day be
24 a nurse, but I'm not really sure.

25 Q. Would becoming a nurse be an acceptable
26

1 goal to meet that element of the
2 requirements for a rehabilitation benefit?

3 A. What element was that, sir?

4 Q. The element that you listed as one of the
5 elements that you consider in granting
6 benefits, the goal element.

7 A. It's possible.

8 Q. In Ms. Mathews' case, if Ms. Mathews had
9 said she wanted to become a nurse, would
10 that have been an adequate goal for
11 rehabilitation benefits?

12 MR. EVANS:

13 Objection. Incomplete
14 hypothetical. Calls for speculation.

15 THE WITNESS:

16 Could you repeat the question?

17 BY MR. KINNEY:

18 Q. In Ms. Mathews' case, if she had said she
19 wanted to become a nurse, would that have
20 been an adequate goal for purposes of
21 rehabilitation benefits?

22 A. That's possible.

23 MR. EVANS:

24 Same objection.

25 BY MR. KINNEY:

26

1 Q. But you're not sure?

2 A. No. Not as it was presented.

3 Q. I'm just asking you just a flat out, just
4 if she said I want to be a nurse, would
5 that have been enough of a goal for
6 rehabilitation benefits?

7 MR. EVANS:

8 Same objection. Incomplete
9 hypothetical. Calls for speculation.

10 THE WITNESS:

11 It's possible.

12 BY MR. KINNEY:

13 Q. Is it possible that it wouldn't have been
14 an acceptable goal?

15 A. That's correct.

16 Q. How do you decide whether that's an
17 acceptable goal or not?

18 A. Well, using those guidelines and applying
19 them to the policy.

20 Q. Well, here's the policy. It's in front of
21 you. You see it?

22 If Ms. Mathews had written to you and
23 said I want to have rehabilitation
24 benefits to become a nurse, would that
25 have been adequate as a goal to qualify
26

1 her for rehabilitation benefits?

2 A. It's possible. But I don't recall her
3 actually stating that.

4 Q. Is it also possible that you would still
5 have declined the benefits if she said
6 that?

7 A. It's possible.

8 Q. Because of the goal?

9 A. Because of the goal?

10 Q. Right.

11 A. I can't exactly say that.

12 Q. Why not?

13 A. I'm sorry. Perhaps I'm not following you.

14 Q. You told me that you have certain
15 considerations that you weigh to determine
16 whether someone gets rehabilitation
17 benefits: Dollar amount, time line, and
18 the goal they seek to accomplish.

19 Those are the three elements that you
20 look to to decide whether or not you're
21 gonna provide rehabilitation benefits.
22 Right?

23 A. Yes.

24 Q. And I'm talking about the goal. I'm
25 asking is, was there something, is there

26

1 something wrong with a goal of becoming a
2 nurse in Ms. Mathews' case?

3 A. I don't believe there's anything wrong
4 with that as a goal.

5 Q. So that would have an acceptable goal for
6 rehabilitation benefits; is that right?

7 A. That's possible.

8 Q. Well, why can't you just say yes? What
9 makes you hedge it that way?

10 MR. EVANS:

11 Objection. Argumentative. And
12 my objection still stands because
13 these are incomplete hypotheticals
14 and because they call for
15 speculation.

16 BY MR. KINNEY:

17 Q. You can answer.

18 A. Could you repeat your question?

19 Q. What else do you need to know about
20 Ms. Mathews' goal, other than that she
21 wants to be a nurse, for you to decide
22 whether her goal is acceptable?

23 A. Well, I think one thing you would want to
24 know is, is it possible for the person to
25 actually become a nurse?

26

1 Q. How would you decide that?

2 A. If it was medically impossible for her to
3 become a nurse, then that would not be a
4 good goal.

5 Q. Did you ever make that determination in
6 Ms. Mathews' case?

7 A. We never got that far. She never
8 specifically stated she wanted to be a
9 nurse and presented a plan to reference
10 that.

11 Q. Let's go to another exhibit we previously
12 marked as Exhibit 4. You should have it
13 there.

14 A. Okay.

15 Q. That's entitled "An income protection
16 policy." Do you see that?

17 A. Uh-huh.

18 Q. Yes?

19 A. Yes.

20 Q. What's the difference between an income
21 protection policy and a disability income
22 policy, in general?

23 A. From my prospective?

24 Q. Yes.

25 A. Not a lot.

26

1 Q. From your prospective as a --

2 A. As a claims examiner.

3 Q. As a claims examiner, they're essentially
4 the same; is that right?

5 A. Yes.

6 Q. Now, do you also have a copy of the income
7 protection policy at your desk?

8 A. Yes, I do.

9 Q. And Ms. Mathews was insured under both
10 policies, did you know that?

11 A. I accept you saying that.

12 Q. But you didn't know that until I told you?

13 A. Well, it makes sense. I recall she did
14 have more than one policy.

15 Q. Did you review the language of both
16 policies when she asked for rehabilitation
17 benefits?

18 A. Yes.

19 Q. Was it the same? Was the language of both
20 policies the same?

21 A. I don't recall.

22 Q. Would it have mattered to you if the
23 language was different?

24 A. Yes.

25 Q. I want you to look at page six on the
26

1 upper right-hand portion. Do you see
2 that?

3 A. Yes, I do.

4 Q. Rehabilitation?

5 A. Yes.

6 Q. Now, you just read the rehabilitation
7 provision in Exhibit 3. Now you see the
8 rehabilitation provision in Exhibit 4.

9 A. Uh-huh.

10 Q. Are there differences between the two that
11 would affect your decision whether or not
12 to grant rehabilitation benefits?

13 A. No.

14 Q. Okay. In December 2005, do you know how
15 many insurance policies for disability
16 benefits Ms. Mathews had in force with Pan
17 American Life Insurance Company?

18 A. I believe there were three.

19 Q. So we've looked at two insurance policies
20 here, Exhibit 3 and Exhibit 4. Is it your
21 understanding that there is yet another
22 insurance policy that we have not looked
23 at?

24 A. No. We just looked at two.

25 Q. You just told me there was three.

26

1 A. Yes, there are three policies.

2 Q. So is there another policy that we haven't
3 looked at?

4 A. I don't believe so. And I say that
5 because of the policy types.

6 Q. Okay. What about the policy types tells
7 you that these two are all of the policies
8 that you need to look at?

9 A. Well, it's possible for a person to have
10 two policies and have them be of the same
11 policy, the same type of policy.

12 Q. Is that what Ms. Mathews had?

13 A. I believe so.

14 Q. Do you know, the third policy, which of
15 these two policies was it like?

16 A. No, I don't recall that.

17 Q. You don't.

18 VIDEOGRAPHER:

19 I need to change tapes.

20 (Off the record.)

21 BY MR. KINNEY:

22 Q. How do you find out that a new claim for
23 disability benefits has come in to Pan Am?

24 A. We would receive the claim forms, and they
25 end up on my desk.

26

1 Q. And what do you do then?

2 A. I begin the evaluation process.

3 Q. What do you usually get when the claim
4 form comes in, just the claim form itself
5 and nothing else?

6 A. Well, no. There's the claim form and then
7 the claim proofs.

8 Q. Okay. Is the claim form -- who fills out
9 the claim form?

10 A. Well, the claim statement is just what I'm
11 thinking of when I think claim form, is
12 filled out by the claimant.

13 Q. Then you also get something called claim
14 proof?

15 A. Well, no. The claim proofs would be all
16 the materials that make up the claim.

17 Q. The very first piece of paper you get is
18 the claim form; is that right?

19 A. Well, it's part of it. It normally comes
20 as a package.

21 Q. What else is in the package?

22 A. You have the attending physician
23 statement. You have the claimant
24 statement. You have the occupational
25 description statement. You have the tax

26

1 records and the HIPPA authorization.

2 Q. Those all come in together usually?

3 A. Yes.

4 Q. When you get all that information in, what
5 do you do? What's the first thing you do
6 once you see, okay, I got all this stuff?

7 A. First thing I would do is order the
8 medical records if the HIPPA had come in
9 with the package. If something is
10 missing, then I send out a letter to
11 request whatever is missing.

12 Q. Do you do -- do you check to see that
13 policy is in force?

14 A. Yes, I do.

15 Q. You do that at the beginning of the claim?

16 A. Yes.

17 Q. How do you do it?

18 A. I will look at the software that we have
19 that let's you know if the person has paid
20 their premiums.

21 Q. Does that software tell you what insurance
22 policies they have with Pan American?

23 A. Yes.

24 Q. Is it your practice to check and see what
25 insurance policies they have?

26

1 A. Yes.

2 Q. Does the software that you have tell you
3 how they go about paying the premium? In
4 other words, does it show whether there's
5 automatic withdrawals from the account or
6 whether they send a check in, how they do
7 it?

8 A. Yes.

9 Q. It does show that?

10 A. Yes, it does.

11 Q. Do you check to see if there's a waiver of
12 premium provision associated with the
13 policy?

14 A. Yes, I do.

15 Q. Right there that first day, if there's a
16 waiver of premium provision associated
17 with the policy, do you do anything about
18 the waiver of premium?

19 A. No.

20 Q. At some point do you do anything about the
21 waiver of premium?

22 A. At some point, yes.

23 Q. What's that point?

24 A. That would be at the point that the
25 insured was actually going to begin to

26

1 receive benefits.

2 Q. So at the point when you were gonna begin
3 to provide benefits, you would do
4 something about the waiver of premium
5 provision; is that right?

6 A. Yes.

7 Q. What would you typically do about the
8 waiver of premium provision at that point?

9 A. I would activate the waiver of premium in
10 the software.

11 Q. How would you do that? Physically, what
12 do you have to do?

13 A. You have to change the codes in the
14 software.

15 Q. So you just type something into the
16 computer?

17 A. Yes, you do.

18 Q. And then premiums are then waived; is that
19 right?

20 A. More or less, yes. I'm sorry, yes.

21 Q. Let me hear about the less part.

22 A. I'm sorry, yes.

23 Q. The premiums are then waived; is that
24 right?

25 A. Yes.

26

1 Q. Now, you can see from your computer screen
2 that in some cases they're automatic
3 withdrawals from the checking account to
4 pay the premium. Right?

5 A. Yes.

6 Q. So when the premiums are waived, does that
7 automatically shut off the withdrawal from
8 the checking account?

9 A. No, it did not.

10 Q. So what has to be done in order to shut
11 off the withdrawals from the checking
12 accounts?

13 A. We would have to make a -- you would have
14 to perform a special transaction in order
15 to turn off the automatic withdrawal.

16 Q. Who does that?

17 A. That's me.

18 Q. And is it your practice to do that
19 whenever you see that there are automatic
20 withdrawals being taken?

21 A. Today?

22 Q. Yes.

23 A. Yes.

24 Q. Has that always been your practice?

25 A. No.

26

1 Q. When did your practice change?

2 A. When I realized that activating the waiver
3 premium would not automatically turn off
4 the automated withdrawal.

5 Q. When did you find that out?

6 A. In '06.

7 Q. Was that in connection with the Mathews
8 case?

9 A. Yes.

10 Q. How did you find that out?

11 A. When she called up screaming.

12 Q. Did you talk to anybody about that subject
13 at Pan Am?

14 A. Yes. After she called up screaming.

15 Q. Who did you talk to?

16 A. I spoke to some individuals in the billing
17 department.

18 Q. Do you remember who?

19 A. Not particular.

20 Q. Do you remember what was told to you?

21 A. Yes. They told me how to take it out of
22 the automatic withdrawal.

23 Q. I take it that was the first occasion in
24 which you learned how to do that; is that
25 right?

26

1 A. Yes.

2 Q. Did you get anything in writing about that
3 from the billing department?

4 A. No.

5 Q. No memos were generated or nothing like
6 that?

7 A. No.

8 Q. Now, in your department there are other
9 insurance claims personnel who handle
10 claims on subjects other than disability;
11 is that right?

12 A. That's correct.

13 Q. Have you ever talked to them about the
14 fact that you have to do something special
15 to turn off the automatic withdrawals from
16 accounts?

17 A. Have I ever?

18 Q. Yes.

19 A. Yes.

20 Q. Since after the Mathews case?

21 A. Yes.

22 Q. And were they already aware that something
23 had to be done in that regard?

24 A. Surprisingly, yes.

25 Q. Do you know how they became aware of that
26

1 factor?

2 A. No, I don't.

3 Q. One of the things that you get at the
4 inception of the claim is something called
5 an attending physician statement; is that
6 right?

7 A. That's right.

8 Q. What information do you look for on the
9 attending physician statement?

10 A. Well, I look to see if there is a day
11 given for a return to work. I look to see
12 the physician's address. I look to see
13 their diagnosis.

14 I look for just a general completeness
15 of the form, their beginning date of
16 disability, all the things that are listed
17 on the form.

18 Q. Let me show you a document which we will
19 mark as Exhibit 9 for the purpose of these
20 depositions. You have that in front of
21 you now, sir?

22 (Exhibit 9, attending physician
23 statement, was marked for
24 identification.)

25 A. Yes, I do.

26

1 Q. Is this an attending physician statement?

2 A. Yes, it is.

3 Q. Can you tell when Pan American Life
4 received this document?

5 A. Sure. February 6, 2006.

6 Q. And this is relating to Donna Mathews; is
7 that right?

8 A. That's correct.

9 Q. And I want you to turn to the second page
10 of this document, the section nine called
11 "prognosis." Do you see that?

12 A. Yes, I do.

13 Q. And you see the notation about returning
14 to regular work? Do you see that?

15 A. Yes, I do.

16 Q. And that indicates that at the time this
17 doctor wrote this, he thought
18 March 15, 2006. Do you see that?

19 A. Yes, I do.

20 Q. What do you do with that piece of
21 information when you see it on an
22 attending physician statement?

23 A. What do I do with it?

24 Q. Yeah. Does that get programmed into the
25 computer? Do you just put this in the

26

1 file and something happens to it?

2 A. It goes into the file.

3 Q. It just goes into the file?

4 A. Yes.

5 Q. Do you make any assumptions based on this
6 prognosis number nine here that we just
7 looked at, as to whether or not the
8 insured will return to work on March 15th?

9 A. The only assumption I make is that that's
10 what the physician fills out that a person
11 would be able to return to work by.

12 Q. If you determine that Ms. Mathews was
13 qualified for benefits, would you
14 automatically cut her benefits off on
15 March 15th based only on this document?

16 A. Yes, I would.

17 Q. Would you check with her to see if she
18 returned to work?

19 A. No, I would not.

20 Q. Would you check with the physician to see
21 if he had changed his opinion?

22 A. No, I would not.

23 Q. Would you check with the employer to see
24 if she had returned to work?

25 A. No, I would not.

26

1 Q. You would rely solely on this document
2 with a prognosis of March 15th to cut off
3 her benefits?

4 A. Yes, I would.

5 Q. Is that Pan American's policy and practice
6 regarding disability policies?

7 A. Yes.

8 MR. EVANS:

9 Take our break now?

10 MR. KINNEY:

11 Sure.

12 (Off the record.)

13 BY MR. KINNEY:

14 Q. Mr. Jones, we are back on the record after
15 a short break. We were talking about
16 Exhibit 9 when we took the break. It's
17 still in front of you I believe.

18 A. Yes.

19 Q. I want you to look at Section 11 of this
20 document under "remarks." You see that?

21 A. Okay.

22 Q. "May need surgical intervention." Do you
23 see that?

24 A. Yes, I do.

25 Q. Would that affect your decision in any way

26

1 about whether or not you should assume
2 that Ms. Mathews returns to work on
3 March 15th?

4 A. No.

5 Q. Now, would your -- suppose instead of
6 March 15th here it had said June 15th,
7 would you have automatically cut off her
8 benefits on June 15th in that situation?

9 A. Yes.

10 Q. With no further inquiry?

11 A. That's correct.

12 Q. I'll show you another document, which we
13 will mark as Exhibit 10 to this
14 deposition. I'll represent that this was
15 produced to me by Pan American's attorney.
16 It goes from bates stamp PAL0714 through
17 720. Do you have that in front of you,
18 sir?

19 (Exhibit 10, medical records
20 request, was marked for
21 identification.)

22 A. Yes.

23 Q. What those documents that are stapled
24 together as Exhibit 10?

25 A. Just a record of the medical records

26

1 requests that were placed through E.M.S.I.

2 Q. Do you personally place these requests, or
3 is that done by somebody at Pan Am?

4 A. No. That is it done by somebody else.

5 Q. Would Elaine Bourg have been the person
6 who did this?

7 A. Yes.

8 Q. That would be within her job
9 responsibilities?

10 A. Yes.

11 Q. Can you tell when these records were
12 ordered from these documents that you have
13 in front of you?

14 A. Well, I can tell they were printed out on
15 the 13th of February 2006.

16 Q. Does that indicate to you that they were
17 ordered on or about the 13th of February?

18 A. Yes.

19 Q. Is it Pan American standard policy to send
20 that request for the treating physician's
21 records?

22 A. Yes.

23 Q. And when the records are received back
24 from the treating physicians, does
25 somebody read them?

26

1 A. Yes.

2 Q. Now, I notice on the first page of the
3 Exhibit 10 under "attending physician
4 statement" there's the word, next to it
5 the word "success." Do you see that?

6 A. Yes, I do.

7 Q. What does that mean?

8 A. It means that the data collections
9 specialties were able to make some sort of
10 contact with that physician.

11 Q. Is that Dr. Bodor on this first page?

12 A. Yes, that's the name on my first page.

13 Q. Does the word "success" mean that there
14 had been a successful contact with
15 Dr. Bodor?

16 A. Yes.

17 Q. Can you tell what sort of contact that was
18 by looking at Exhibit 10?

19 A. No.

20 Q. Is it typically a telephone call that's
21 made?

22 A. I would imagine. I'm not actually
23 involved in that aspect of it.

24 Q. I don't want -- if you don't do it, just
25 say you don't do it.

26

1 A. I don't do it.

2 Q. Okay. Fine. Do you know what the
3 elimination period was for Ms. Mathews'
4 policies?

5 A. Not right off the top of my head.

6 Q. I'm going to represent to you it was 60
7 days.

8 A. Okay.

9 Q. And that she represented to Pan Am that
10 she was injured on December 15, 2005.

11 Okay?

12 A. Okay.

13 Q. Is it your understanding that if benefits
14 would become payable to her, the benefit
15 period would begin on February 14th of
16 '06?

17 A. It would begin after the elimination
18 period had ended.

19 Q. And do you know if Pan Am made a payment
20 to Ms. Mathews for the period that began
21 in February of '06, after the elimination
22 period?

23 A. Yes.

24 Q. I'm going to show you another document,
25 which we will mark as Exhibit 11 for the

26

1 purpose of this deposition. Mr. Jones,
2 I've just handed you a document marked as
3 Exhibit 11 for the purposes of this
4 deposition. Can you tell what that is?

5 (Exhibit 11, medical records,
6 were marked for
7 identification.)

8 A. Sure. It is a medical record.

9 Q. Can you tell what doctor this applies to?

10 A. Yes, I can.

11 Q. Who is that?

12 A. Dr. Alexander.

13 Q. Can you tell when Pan Am received this
14 record in Exhibit 11?

15 A. Yes.

16 Q. When?

17 A. It says, "Entered March 14, 2006."

18 Q. And that would be the date it was
19 received?

20 A. Yes.

21 Q. And did you read it when it came in?

22 A. Yes. I would have looked at it.

23 Q. I want you to turn to the last page that's
24 bates stamp PAL0206. Do you have that in
25 front of you now?

26

1 A. Yes.

2 Q. Do you see the date of this chart record?

3 A. Yes, I do.

4 Q. What is the date?

5 A. It says 2/21/06.

6 Q. And I want you to look at the last
7 sentence under Category P. Do you see
8 that?

9 A. Yes, I do.

10 Q. "We'll see her back in one month, hoping
11 she might get back to work in two months."
12 Do you see that?

13 A. Yes, I do.

14 Q. So based on that, was it your
15 understanding that Ms. Mathews was back at
16 work on February 21, 2006?

17 A. This doesn't indicate that she's back at
18 work at that time.

19 Q. Was it your understanding, based on this,
20 that she would be back at work on
21 March 15, 2006?

22 A. It's not stated definitively.

23 Q. I want you to go -- here's my question for
24 you, when you received Exhibit 11, did
25 that change in any way your belief based
26

1 on Exhibit 9 that Ms. Mathews was
2 returning to work on March 15, 2006?

3 A. No.

4 Q. Why not?

5 A. Why didn't it change my mind?

6 Q. Why didn't it change your opinion? You
7 have an opinion based on Exhibit 9 that
8 she was going back to work on March 19th.
9 Right?

10 A. Yes.

11 Q. And then you received Exhibit 11 with the
12 language we just looked at. Right?

13 A. Yes.

14 Q. Why didn't Exhibit 11 cause you to revise
15 your opinion that you made based on
16 Exhibit 9?

17 A. Because the attending physician statement
18 is typically the guiding document as far
19 as when we would expect a person to return
20 back to work. So that's what I go by.

21 Q. Even when the same doctor provides updated
22 information that contradicts that; is that
23 right?

24 A. I didn't see that.

25 Q. Well, this is Dr. Alexander's record,
26

1 right, Exhibit 11?

2 A. Uh-huh.

3 Q. And this attending physician statement is
4 also from Dr. Alexander; isn't it?

5 A. Yes.

6 Q. And Exhibit 11 was made more recently than
7 Exhibit 9. Right?

8 A. Yes.

9 Q. And Exhibit 11 indicates she was going to
10 be out of work for a couple more months.
11 Right?

12 A. He says hoping.

13 Q. Hoping?

14 A. He wasn't definitive either way.

15 Q. Do you recall, when you looked at
16 Exhibit 11 back in 2006, whether you
17 noticed this sentence that I just had you
18 read to the effect that Dr. Alexander was
19 going to have her come back in one month,
20 hoping she might get back to work in two
21 months?

22 A. Do I recall?

23 Q. Yeah, do you recall seeing that?

24 A. Vaguely.

25 Q. Do you recall whether you, whether it
26

1 occurred to you that that might contradict
2 the attending physician statement, Exhibit
3 9?

4 A. Yes. That would have crossed my mind.

5 Q. Was there some reason that you didn't
6 follow up with a phone call to somebody to
7 find out when Ms. Mathews was really
8 returning to work?

9 A. Yes.

10 Q. Why?

11 A. That wouldn't be the procedure. This is a
12 self-reported claim. The insureds called
13 the company and say, hello, I'm disabled.
14 We send them the forms.

15 What the whole process is driven by
16 what the insured is doing, saying. It's
17 not driven by me picking up the phone and,
18 for instance, calling every policyholder
19 that we have to see if they're doing okay
20 that day.

21 I wouldn't pick up the phone and call
22 her like I wouldn't pick up the phone and
23 call any other policyholder.

24 Q. Even when you see an ambiguity or a
25 question is raised in your mind as to
26

1 what's going on?

2 A. That's correct.

3 Q. Is it Pan America Life Insurance Company's
4 policy not to investigate when an insured
5 is going to return to work?

6 A. Yes.

7 Q. That's the policy?

8 MR. EVANS:

9 Objection. It assumes some
10 facts not in evidence, and it's
11 overbroad.

12 MR. KINNEY:

13 I'm going to stop. I think I
14 have enough on that subject.

15 BY MR. KINNEY:

16 Q. We're going to go to the next exhibit,
17 which we'll mark as Exhibit 12 for the
18 purposes of this deposition.

19 Mr Jones, you've been handed a document
20 marked as Exhibit 12 which consists of,
21 what appears to be a check and a form. Do
22 you see that?

23 (Exhibit 12, check and form,
24 were marked for
25 identification.)

26

1 A. Yes.

2 Q. Can you tell -- strike that. I see
3 there's some handwriting on the check
4 underneath the date March 7, 2007. Do you
5 see that?

6 A. Yes.

7 Q. Do you know whose handwriting that is?

8 A. No.

9 Q. Not yours?

10 A. No.

11 Q. I like you to turn to the second page.
12 This is a form that seems to be entitled
13 "Accident and health claim check
14 request/work sheet." Do you see that?

15 A. Yes, I do.

16 Q. Is a document like this prepared every
17 time a benefits check is issued?

18 A. Yes.

19 Q. And is this a document prepared in the
20 ordinary course of business of Pan
21 American Life Insurance Company?

22 A. Yes.

23 Q. Is it made at or about the time of the
24 events that are reflected in there?

25 A. Yes.

26

1 Q. Can you tell what date this particular
2 document was prepared?

3 A. Yes.

4 Q. What?

5 A. March 6 of 2006.

6 Q. And does it refer to a benefits payment?

7 A. Yes.

8 Q. How much?

9 A. \$500.

10 Q. On which policy?

11 A. Policy belonging to 57-758.

12 Q. There's a category there, A-U-T-H, under
13 which some initials appear, MRJ1. Do you
14 know whose initials those are?

15 A. Those would be mine.

16 Q. And does that reflect the fact that you
17 have authorized this payment?

18 A. No.

19 Q. Well, what does it mean then?

20 A. It's a code that would allow for the
21 processing of the check.

22 Q. Why do your initials appear on this
23 document?

24 A. Because those are the initials Elaine used
25 to process the check.

26

1 Q. Did you have anything to do with the
2 processing of this check?

3 A. No. Just approving it for benefits.

4 Q. So you would have approved her for
5 benefits before this had been prepared; is
6 that right?

7 A. Yes.

8 Q. You see the monthly benefit period for
9 this particular check?

10 A. Yes.

11 Q. And that would be what?

12 A. February 14th of 2006 to March 14th of
13 2006.

14 Q. So that would be -- am I right that the
15 check would have issued covering that
16 particular period of benefits; is that
17 right?

18 A. Yes.

19 Q. So that check would have been for the
20 current period of benefits. Right?

21 A. The current period?

22 Q. Yes. In other words, is a check issued on
23 March 6th covering the period from
24 February to March of '06?

25 A. Yes. It would've been current at that

26

1 time.

2 Q. Is that Pan American's policy to pay
3 current benefits?

4 A. Yes.

5 Q. Is it ever Pan America's policy to
6 withhold benefits for a period of, say, 90
7 days?

8 A. I'm sorry. Could you --

9 Q. Do you know what it means to pay in the
10 rears?

11 A. Yes.

12 Q. Does Pan Am ever pay benefits 90 days in
13 the rears?

14 A. Yes.

15 Q. Why would it pay benefits in the rears?

16 A. Well, depends on when we received
17 notification of the person being disabled.

18 Q. So, in other words, sometimes you would
19 have to pay back benefits to catch up to
20 the current period; is that right?

21 A. Yes.

22 Q. Once you've done that on the first
23 instance, do you thereafter pay for the
24 current period?

25 A. Yes.

26

1 Q. You don't continue to run at 90 days in
2 the rears, do you?

3 A. No.

4 Q. Can you think of any reason why Pan Am
5 would continue to pay benefits 90 days in
6 the rears over the life of a policy?

7 A. Well, one reason I could think of would
8 just be because of the sequence of events
9 with the dating of the EOBs, of the check
10 request sheet, that, that could be off.

11 Q. It could just be the check request sheets
12 that are off?

13 A. Yes. That happens.

14 Q. Does Pan Am have any policy or practice in
15 place to make sure that it's paying
16 benefits currently rather than 90 days or
17 so in the rears?

18 A. Just to go back and look at the claims,
19 the policies.

20 Q. When it does -- if you were to do that and
21 see that the claims were 90 days in the
22 rears, would you pay 90 days worth of
23 benefits all at once and catch them up?

24 A. Yes.

25 Q. And I see also at the bottom of the page
26

1 you're looking at, Exhibit 12, I see

2 Elaine Bourg's name.

3 A. Yes.

4 Q. Was this document prepared by Ms. Bourg?

5 A. Yes.

6 Q. Does Ms. Bourg still work for Pan

7 American?

8 A. No.

9 Q. Do you know when she ceased to work for

10 Pan American?

11 A. Yes.

12 Q. When?

13 A. The middle of January of this year.

14 Q. Has she been replaced by somebody else?

15 A. Yes.

16 Q. Who's her replacement?

17 A. Juanita Varela, V-A-R-E-L-A.

18 Q. Am I correct, then, that all of the

19 documents of this sort that go out after

20 the middle of January will no longer be

21 signed by Elaine Bourg but will be signed

22 by Ms. Varela; is that right?

23 A. I'm assuming that we remembered to change

24 the excelsal (spelled phonetically), yes.

25 Q. Let's go to the next document, which we'll

26

1 marked as Exhibit 13 for purposes of this
2 deposition. Do you have that in front of
3 you, sir, Exhibit 13?

4 (Exhibit 12, check and
5 document, were marked for
6 identification.)

7 A. Yeah, I'm looking at Exhibit 13.

8 Q. That, like Exhibit 12, is a check with a
9 document attached. This is also, looking
10 at the second page, this is also a work
11 sheet related to Donna Mathews; is it not?

12 A. Yes, it is.

13 Q. And this is also, references a check that
14 was payable to her in the sum of \$1,700;
15 is that right?

16 A. That's correct.

17 Q. And this check was also payable on
18 March 6th. Right?

19 A. The check request was created on
20 March 6th.

21 Q. And it was for the current period of
22 February 14th, '06 through March 14th,
23 '06. Right?

24 A. That's correct.

25 Q. I want you to go back to the Exhibit 12,
26

1 that we looked at a minute ago.

2 A. Okay.

3 Q. The work sheet on page two of Exhibit 12
4 toward the bottom right above Ms. Bourg's
5 name there's an entry that says "Final
6 benefit return to work." Do you see that?

7 A. Yes.

8 Q. Do you know what was the source of that
9 particular piece of information?

10 A. The attending physician statement.

11 Q. And nothing else. Right?

12 A. That's correct.

13 Q. Now, that didn't appear on the bottom
14 right of Exhibit 13. Do you see that?

15 A. That's correct.

16 Q. Do you know how come that's missing from
17 the bottom right of Exhibit 13?

18 A. No.

19 Q. Let's go to the next document, which we'll
20 mark as Exhibit 14 for the purpose of this
21 deposition. I show you that document,
22 sir, and ask if you can identify it?

23 (Exhibit 14, letter, was marked
24 for identification.)

25 A. It's a letter with Pan American at the
26

1 upper left-hand side.

2 Q. It's from Elaine Bourg to Donna Mathews.

3 Right?

4 A. That's correct.

5 Q. Do you know why Ms. Bourg sent out this
6 letter?

7 A. No.

8 Q. Did you tell her to send it out?

9 A. I don't recall that.

10 Q. Is it -- was it her practice while she was
11 working at Pan Am to send out letters that
12 were not directed by you?

13 A. On occasion.

14 Q. Do you know what forms would have been
15 enclosed with this letter?

16 A. Not with complete certainty.

17 Q. You see it says, "Forms to be completed by
18 you and your physician." Do you see that?

19 A. Yes, I do.

20 Q. Were there forms that Pan Am was regularly
21 using in March of '06 that were to be
22 completed both by claimant and physician?

23 A. The attending physician statement.

24 Q. Anything else?

25 A. I can't think of anything else that would
26

1 fit that definition right now.

2 Q. Do you know of any reason why Ms. Bourg
3 would be sending out a attending physician
4 statement on March 6, 2006?

5 A. No.

6 Q. Okay. Let's go to one more. We marked
7 that as Exhibit 15 for this deposition.
8 I'll show you that, sir, and ask if you
9 can identify that?

10 (Exhibit 15, letter, was marked
11 for identification.)

12 A. Yes. It's a letter on Pan American Life
13 letterhead.

14 Q. This is the letter from you. Right?

15 A. That's correct.

16 Q. I noticed there's no actual ink signature
17 on this document. Or, in fact, I wasn't
18 able to find any signatures on any of the
19 letters. Do you not actually physically
20 sign your letters?

21 A. No, we do not.

22 Q. What was this letter about?

23 A. This was, this was to detail the return of
24 her premium for the period that she had
25 been disabled.

26

1 Q. This is the waiver of premium was
2 approved. Is that what you're talking
3 about?

4 A. Yes.

5 Q. And you sent her a check or \$88.40. Do
6 you recall how you calculated that sum?

7 A. I would've looked at what her premium, her
8 premium charges were.

9 Q. Then I like you to go to the paragraph
10 that follows the amount of \$88.40, "Future
11 premiums would be waived." Do you see
12 that?

13 A. Yes, I do.

14 Q. "As long as you continue to be disabled
15 within the meaning of the policy, you will
16 be advised" -- let me just -- I'm doing a
17 bad job.

18 I'm going to read that paragraph into
19 the record: "The future premiums will be
20 waive as long as you continue to be
21 disabled within the meaning of the
22 disability agreement. And the company
23 reserves the right to require evidence of
24 your continued disability in accordance
25 with the provisions thereof. You will be

26

1 advised when such evidence is decided."

2 Do you see that?

3 A. Yes.

4 Q. Now, this letter was dated March 13, 2006.

5 Right?

6 A. Yes.

7 Q. And at that time it was your intention to

8 cut off her disability benefits on

9 March 15, 2006; is that right?

10 A. Yes. According to the A.P.S.

11 Q. So why didn't you tell her in this letter

12 that she was going to be cut off on

13 March 15th?

14 A. Because this was addressing the return of

15 her premium moneys.

16 Q. But this paragraph says, this paragraph

17 addresses her continued disability in

18 accordance with the provisions. Right?

19 A. Yes, it does.

20 Q. You had already decided to cut off her

21 benefits in two days; is that right?

22 A. That was the timing that benefits were

23 scheduled to stop.

24 Q. And yet you say, "You will be advised when

25 such evidence is desired." Do you see

26

1 that?

2 A. Yes.

3 Q. Well, why didn't you tell her on
4 March 13th that you were cutting off her
5 benefits on March 15th and give her an
6 opportunity to provide such additional
7 evidence?

8 A. Why didn't I do that?

9 Q. Yes.

10 A. Because it's a self-reporting claim.

11 Q. Were you concerned that this letter would
12 mislead her into believing that she was
13 going to continue to receive benefits?

14 A. No, I would not interpret this letter as
15 being misleading.

16 Q. And the final sentence in this letter --

17 A. Okay.

18 Q. "We certainly hope your health will
19 improve soon." Do you see that?

20 A. Yes.

21 Q. Did you believe that she had a condition
22 as of March 13, 2006 that needed to
23 improve?

24 A. I can't exactly say that. This is just a
25 wording that goes along with the standard

26

1 letters.

2 Q. Well, don't you think that someone who
3 received a letter that said that would
4 assume that the insurance company
5 understood that her health had not
6 improved yet?

7 A. No.

8 Q. This \$88.40 referenced on Exhibit 15 and
9 on the check that is behind it on Exhibit
10 15, do you know how many months premium
11 that was?

12 A. I believe it to be two. I could be wrong
13 because I'm not looking at the actual
14 premium schedule.

15 Q. Now, she had another policy of insurance
16 besides 127-758 that you knew of as of
17 March 13. Correct?

18 A. I'm story?

19 Q. I'll just make it easy. We'll mark this
20 as the next exhibit, Exhibit 16. I show
21 you, Mr. Jones, a letter which we marked
22 as Exhibit 16, also dated March 13, 2006.
23 Do you have that in front of you?

24 (Exhibit 16, letter, was marked
25 for identification.)

26

1 A. Yes, I do.

2 Q. That refers to another premium refund of
3 \$114.14. Do you see that?

4 A. Yes, I do.

5 Q. Do you know the period of time that that
6 premium refund applied to?

7 A. It would be the same period of time as the
8 Exhibit 15.

9 Q. And that premium was for the policy that's
10 referenced in this letter, Exhibit 16?

11 A. Yes.

12 Q. Let's go to another exhibit, which we'll
13 mark as Exhibit 17. Do you have that in
14 front of you now, Mr. Jones, Exhibit 17?

15 (Exhibit 17, claimant's
16 statement, was marked for
17 identification.)

18 A. Yes, I do.

19 Q. Do you know what that is?

20 A. Yes.

21 Q. What is it?

22 A. It is a claimant's statement.

23 Q. Do you know when you received this
24 document?

25 A. Yes.

26

1 Q. When?

2 A. April 3, 2006.

3 Q. I direct you to Category 6.

4 A. Okay.

5 Q. Date total disability began. Do you see
6 that sub-category A, "Are you still
7 totally disabled and unable to perform all
8 the duties of your regular occupation"?
9 Checked box yes. Do you see that?

10 A. Yes, I do.

11 Q. Now, at the time you received this
12 document on April 3, 2006, was Pan
13 American Life paying Ms. Mathews'
14 benefits?

15 A. I don't recall.

16 Q. Well, I will represent to you, sir, that
17 no benefits were paid for a period of
18 time --

19 A. Okay.

20 Q. -- following the payments that we looked
21 at earlier that were made in March of
22 2006.

23 A. Okay.

24 Q. And you testified that you would
25 automatically have ceased making payments

26

1 based on the March 15th date in the first
2 attending physician statement. Okay?

3 My question is, when you received this
4 document in April of 2006, did that cause
5 you to consider that Ms. Mathews might
6 still be disabled even though it was now
7 after March 15th?

8 A. Yes, that could have caused me to consider
9 that.

10 Q. Then what would you do if you saw this and
11 considered that she was still disabled?

12 A. We would go about gathering the most
13 update medical records that we could.

14 Q. Did you do that?

15 A. Probably.

16 Q. You don't recall?

17 A. Yes.

18 Q. Now, I want you to go to the back of this
19 document, the very last page, which is
20 bates stamp PAL0536, at the top of the
21 page which is where the writing is.

22 A. Uh-huh.

23 Q. Ms. Mathews is referring to a consultation
24 she had with her physician. And she says,
25 "He recommended that I pursue occupational
26

1 retraining." Do you see that?

2 A. Yes.

3 Q. Did you see that when this document came
4 in in April of 2006?

5 A. Yes.

6 Q. Did that cause you to contact Ms. Mathews
7 and advise her that her policy provided
8 for occupational retraining?

9 A. I'm sorry. Did you say would or could?

10 Q. Did you contact her after you saw this to
11 tell her that her policy provided a
12 benefit for occupational retraining?

13 A. No.

14 Q. Why not?

15 A. That's not our practice. The benefits are
16 spelled out in the policy.

17 Q. It's Pan American's view that it's up to
18 the policyholder to determine what
19 benefits are available and to ask for
20 them; is that correct?

21 MR. EVANS:

22 Objection. Misstates his
23 testimony.

24 MR. KINNEY:

25 Well, I'm trying to find out his
26

1 testimony.

2 MR. EVANS:

3 Okay. That's not what he said.

4 BY MR. KINNEY:

5 Q. What do you say in answer to that
6 question, sir?

7 A. That these are insured self-reporting
8 claims. And that when the insured decides
9 to use their policy, we respond to
10 whatever their requests are.

11 Q. If there's a benefit in the policy and the
12 insured doesn't ask for it, they don't get
13 it; is that right?

14 A. I couldn't make a definitive statement
15 towards that.

16 Q. But it is correct that you make no effort
17 to advise the insured what benefits are
18 available to them in their policies; is
19 that right?

20 A. Yes, that's correct.

21 Q. Let's do another one. I'll show you yet
22 another document we'll mark as Exhibit 18
23 to this deposition. Do you have that in
24 front of you, sir?

25 (Exhibit 18, attending
26

1 physician statement, was marked
2 for identification.)

3 A. Yes.

4 Q. What is this?

5 A. This is an attending physician statement.

6 Q. Could you tell when you received it?

7 A. Yes.

8 Q. When?

9 A. The stamp says April 3, 2006.

10 Q. I draw your attention to Section 9 on
11 Page 2 of this document. Are you there?

12 A. Yes, I am.

13 Q. You see the section, "Is the patient now
14 totally disabled from performing his/her
15 regular occupation"? Do you see that
16 section?

17 A. Yes.

18 Q. And what box is checked?

19 A. The box to the right of three to six
20 months.

21 Q. So from this document, Exhibit 18, did you
22 understand that Ms. Mathews was out of
23 work due to a disability?

24 A. I understood that she had a physician that
25 felt that she would not be able to go to
26

1 work for three to six months.

2 Q. Did you understand she was out, she was
3 not currently at work?

4 A. Yes.

5 Q. And did this cause you to start her
6 benefits back up?

7 A. I don't recall this being the document
8 that caused me to start her benefits back
9 up.

10 Q. Why not?

11 A. Why don't I recall it?

12 Q. I mean, I will represent to you, sir, she
13 did not receive another benefit until July
14 of 2006.

15 A. Okay.

16 Q. I would like to know why this didn't
17 restart her benefits?

18 A. Well, the attending physician statement is
19 a guideline. As we had received the
20 initial attending physician statement, we
21 ordered the medical records.

22 I received another attending physician
23 statement. I ordered the medical records.
24 After the evaluation of the medical
25 records, were able to make a decision on

26

1 whether or not to extend benefits.

2 MR. KINNEY:

3 We're gonna wrap this deposition
4 up. The court reporter is gonna
5 prepare today's volume of the
6 deposition as a separate volume and
7 certify it.

8 We're gonna come back tomorrow
9 with Mr. Jones and have another day
10 of deposition tomorrow.

11 MR. EVANS:

12 Right. At 11:00.

13 MR. KINNEY:

14 That's fine. Okay.

15 (Conclusion.)

16

17

18

19

20

21

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23

24

25

26

1 Video deposition of MICHAEL JONES

2 taken on March 13, 2008

3
4
5 WITNESS' CERTIFICATE

6
7
8 I have read or have had the foregoing
9 testimony read to me and hereby certify that
10 it is a true and correct transcription of my
11 testimony, with the exception of any attached
12 corrections or changes.

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18 MICHAEL JONES
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1 REPORTER'S CERTIFICATE

2 I, THERESA MATHERNE, Certified Court
3 Reporter, do hereby certify that the
4 above-mentioned witness, after having been
5 first duly sworn by me to testify to the
6 truth, did testify as hereinabove set forth;

7 That the testimony was reported by me in
8 shorthand and transcribed under my personal
9 direction and supervision, and is a true and
10 correct transcript, to the best of my ability
11 and understanding;

12 That I am not of counsel, not related to
13 counsel or the parties hereto, and not in any
14 way interested in the outcome of this matter.

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20 THERESA (TERRI) MATHERNE

21 CERTIFIED COURT REPORTER

22 REGISTERED PROFESSIONAL REPORTER

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